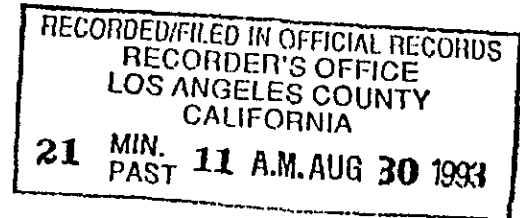


RECORDING REQUESTED BY:

Union Pacific Land Resources Corporation
 P.O. Box 7
 Fort Worth, Texas 76101-0007
 Attn: Michael Ewing



WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
 Regional Office, Region IV
 245 W. Broadway, Room 425
 Long Beach, California 90802
 Attention: John Scandura

FREE V

10

COVENANT TO RESTRICT USE OF PROPERTY

27th This COVENANT AND AGREEMENT ("Covenant") made on the day of AUGUST, 1993 by UNION PACIFIC LAND RESOURCES CORPORATION, a Nebraska corporation ("Covenantor" or "Owner"), who is the owner of record of surface rights on certain Property situated in the City of Long Beach, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and by the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), with reference to the following facts:

A. The Property is an approximately 31 acre portion of the TCL Site (defined below)

B. In August 1988, Union Pacific Resources Company (UPRC) entered into a Consent Order Agreement (Docket No. HSA-88/89-009), with the Department of Health Services (predecessor agency to the DTSC) for the investigation and characterization of any chemical releases to the soil, air and groundwater and the preparation of a remedial action plan (the Plan) for the TCL Consent Order Study Area (defined below). The Consent Order Agreement was amended in January 1992 to clarify the boundaries of the TCL Consent Order Study Area.

C. The TCL Consent Order Study Area (hereinafter referred to as the "TCL Site") is comprised of approximately 240 acres of a 600-acre oil and gas production field. The TCL Site operated as a disposal facility for crude oil production residuals from the late 1940's and ceased operation in 1971. "TCL" refers to the company which operated a series of sumps in the TCL Site for the disposal of oil-field wastes, and as identified in the TCL's preliminary assessment report.

D. The TCL Site is officially located at 420 Henry Ford Avenue in Wilmington, California. It is bounded by the Terminal Island Freeway to the north, the Port of Long Beach (Ford Motor Company) property on the west, Carrack Avenue to the east, and Cerritos Channel to the south. The Property is located in the southeastern corner of the TCL site. The Property is bounded on the east by Carrack Avenue and by currently operating oil and gas production areas on the south and west. A coke calciner plant is located to the north of the Property. The Cerritos Channel lies approximately 450 feet beyond the southern boundary of the Property.

E. The TCL Site is located in an industrial area which mainly consists of oil fields, refineries, heavy industries and import and export facilities. There are no residential areas located in the immediate vicinity of the site.

F. Covenantor desires and intends that in order to protect the present or future public health and safety, the Property shall be used for industrial, manufacturing, warehouse, office, research and development or general commercial purposes in a manner as to avoid potential harm to persons or property which may result from hazardous substances which have been deposited on unspecified portion(s) of the Property. (See Section 3.01)

G. Covenantor desires and intends that, in order to protect the present and future public health and safety, the future use of the Property shall not materially disturb the integrity of the Plan, unless, based on competent available engineering technology and data that the disturbance:

1) Is necessary to the proposed use of the Property and the potential hazard, if any, to human health or the environment presented by the Property will not be substantially increased by such disturbance.

2) Is necessary to respond to an emergency which constitutes a threat to human health or the environment which reasonably appears to be sufficiently substantial to justify the risks, if any, to human health or the environment resulting from such disturbance. Any such disturbance shall be limited to the extent necessary to respond to the emergency only.

3) The phrase "disturb the integrity of the Plan" means an act which the DTSC determines would significantly reduce the capability of the Plan to contain the hazardous substances located within the Property, and result in an increased risk to public health.

4) Prior to the commencement of construction by Owner, Occupants or third parties of any improvement which disturbs the integrity of the Plan, Owner shall give not less than sixty (60) days advance notice to the DTSC, unless construction is initiated pursuant to an emergency as identified in Section G2 above.

ARTICLE I

GENERAL PROVISIONS

1.01 Provision to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property thereof. Each and all of the Restrictions shall run with the land, shall inure to the benefit of and pass with each and every portion of the property, and shall apply to and bind the respective successors in interest thereof. Each and all of the restrictions shall be for the benefit of, and enforceable by the DTSC. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Section 25355.5 of the California Health and Safety Code, and run with the land pursuant to Section 25355.5. Each and all of the Restrictions are enforceable by the Department of Toxic Substances Control.

1.02 Concurrence of Owners Presumed. All purchasers, lesses, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with paragraph 1.01 and to agree for and among themselves, their heirs, successors and assignees, and the agents, employees, and lessees of such owners, heirs, successors and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest on the Property shall be subject to the Restrictions contained herein.

1.03 Incorporated Into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

ARTICLE II

DEFINITIONS

2.01 Department. "Department" shall mean the California Environmental Protection Agency, Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Property.

2.03 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

2.04 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs and assigns, who hold title to all or any portion of the Property.

ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use. Covenantor promises not to use the Property for any of the following purposes:

(a) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation;

(b) A hospital for humans;

(c) A school for persons under 21 years of age; or

(d) A day care center for children.

3.02 Conveyance of Property. The Owner or Owners shall provide notice to the Department not later than 30 (thirty) days prior to any sale or other conveyance of the Property or an interest in the Property other than a lease to a third person. Owner or Owners shall provide notice of any lease of the Property to the Department within 30 days of the occupancy of the Property by the lessee. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law.

3.03 Enforcement. Failure of the Owner to comply with any of the requirements, as set forth in Paragraph 3.01 shall be grounds for the Department, by reason of Article III, to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of Article III shall be grounds for the Department to file a legal action against the Owner as provided by law. Article III shall also be enforceable by the Department pursuant to Chapter 6.5 or 6.8, Division 20 of the California Health and Safety Code, including the right of the Department to seek the imposition of civil or criminal sanctions, as provided by law.

3.04 Right of Entry. Owner hereby grants unto the Department a right of entry upon the Property following three (3) days prior notice to Owner (except in cases of public emergency) at reasonable times and in a reasonable manner to monitor and inspect the integrity of the remedial measures which are components of the Plan and Owner's compliance with this Declaration, and to monitor and inspect Owner's performance of any emergency maintenance of the components of the Plan; provided, however, that following construction of any improvement, this right of entry shall not entitle the Department to enter any such improvement unless the Department is otherwise permitted to do so by statute, ordinance or other provision of law. To the extent possible, the Department shall provide Owner with the opportunity to perform any emergency maintenance before the Department undertakes such action. DTSC will not interfere or restrict business operation on the Property, unless, necessary to accomplish the purpose of the entry as set forth in this paragraph.

3.05 Notice in Agreements. All Owners and Occupants shall execute a written instrument which shall accompany all purchase, lease, sublease or rental agreements relating to the Property. The instrument shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists."

ARTICLE IV

VARIANCE AND TERMINATION

4.01 Variance. Any Owner or, with the Owner's consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this covenant. Such application shall be made in accordance with Section 25233, California Health and Safety Code.

4.02 Termination. Any Owner or, with the Owner's consent, an Occupant of the Property or a portion thereof may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Section 25234, California Health and Safety Code.

4.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V

MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth herein shall be constructed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for purposes whatsoever.

5.02 Notices. Whenever any person gives or serves any notice, demand or other communication with respect to this Covenant, each such notice, demand or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To Covenantor: Union Pacific Land Resources Corporation
P.O. Box 7
Forth Worth, Texas 76101

Attention: Michael Ewing

Department of Toxic Substances Control
Regional Office, Region IV
245 W. Broadway, Room 425
Long Beach, California 90802

Attention: John Scandura

5.03 Partial Invalidity. If any portion of the Restrictions or terms set forth herein are determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.05 Recordation. This instrument shall be executed by the Covenantor and by the Director of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

5.06 References. All reference to Code sections include successor provisions.

5.07 Covenant to Restrict Use of Property. This covenant to restrict use of property does not provide any benefits or rights to any persons other than Owners and Occupants as defined in Article 2.04 and Article 2.03.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

"Covenantor"

UNION PACIFIC LAND RESOURCES CORPORATION,
a Nebraska corporation,

By: [Signature]

Its: Attorney in Fact

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY,
DEPARTMENT OF TOXIC SUBSTANCE CONTROL

[Signature]
0 Mitigation Branch

CALI

93-1690653

5.05 Recordation. This instrument shall be executed by the Covenantor and by the Director of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

5.06 References. All reference to Code sections include successor provisions.

5.07 Covenant to Restrict Use of Property. This covenant to restrict use of property does not provide any benefits or rights to any persons other than Owners and Occupants as defined in Article 2.04 and Article 2.03.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

"Covenantor"

UNION PACIFIC LAND RESOURCES CORPORATION,
a Nebraska corporation,

By: [Signature]
Its: Attorney in Fact

"DTSC"

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY,
DEPARTMENT OF TOXIC SUBSTANCE CONTROL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

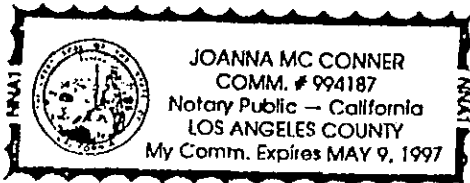
State of California

County of Los Angeles

On 8-27-93 before me, Joanna McConner
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Ewing and John Scandura
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



93-1690653

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

LEGAL DESCRIPTION

Exhibit "A"

FOURTH DRAFT - 16 AUG 1993
LEGAL DESCRIPTION FOR TOYOTA PARCEL

THAT CERTAIN PARCEL OF LAND SITUATED PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF PARCELS 82 AND 83, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 52, PAGES 1 THROUGH 21 INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HENRY FORD AVENUE AND ANAHEIM STREET AS SHOWN ON SAID RECORD OF SURVEY; THENCE, SOUTHERLY ALONG THE CENTERLINE OF HENRY FORD AVENUE, SOUTH 4°52'04" EAST, 2528.97 FEET; THENCE, EASTERLY AT RIGHT ANGLES TO SAID CENTERLINE, NORTH 85°07'56" EAST, 3366.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE, THE FOLLOWING COURSES;

SOUTH 89°21'17" EAST, 407.80 FEET;
NORTH 85°19'22" EAST, 453.95 FEET;
NORTH 85°45'41" EAST, 373.84 FEET;
SOUTH 5°31'28" EAST, 67.21 FEET;
NORTH 84°28'32" EAST, 23.00 FEET;
NORTH 61°52'48" EAST, 17.12 FEET;

TO A POINT ON THE WESTERLY LINE OF TRACT NO. 10527, AS SHOWN ON MAP RECORDED IN BOOK 159, PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE, SOUTHERLY ALONG SAID WESTERLY TRACT LINE, SOUTH 4°52'04" EAST, 186.00 FEET; THENCE, LEAVING SAID WESTERLY TRACT LINE, SOUTH 53°07'37" WEST, 56.60 FEET; THENCE, SOUTH 4°41'33" EAST, 653.33 FEET; THENCE, SOUTH 85°07'56" WEST, 104.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE, SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 35°09'18" AN ARC LENGTH OF 184.07 FEET; THENCE, THE FOLLOWING COURSES:

SOUTH 49°58'38" WEST, 324.63 FEET;
SOUTH 85°07'56" WEST, 501.70 FEET;
NORTH 4°52'04" WEST, 137.93 FEET;
SOUTH 85°07'56" WEST, 171.54 FEET;
NORTH 5°55'17" WEST, 1023.34 FEET;
NORTH 61°03'48" WEST, 45.00 FEET;

93-1690653

LEGAL DESCRIPTION

Exhibit "A"

TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1112.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'35" AN ARC LENGTH OF 343.71 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 788.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 46°38'47" EAST; THENCE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'11" AN ARC LENGTH OF 285.65 FEET; THENCE, NORTH 25°52'36" EAST, 24.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 812.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 25°52'36" EAST; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'11" AN ARC LENGTH OF 294.35 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1088.00 FEET, A RADIAL LINE TO SAID POINT BEARING SOUTH 46°38'47" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'35" AN ARC LENGTH OF 336.29 FEET; THENCE, THE FOLLOWING COURSES:

SOUTH 61°03'48" EAST, 36.38 FEET;
NORTH 84°04'43" EAST, 6.36 FEET;
NORTH 5°55'17" WEST, 30.00 FEET;

TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE POINT OF TERMINATION FOR THIS LEGAL DESCRIPTION.

CONTAINS 31.276 ACRES



93-1690653